

NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company

Leon L. Nowalsky
Benjamin W. Bronston
Edward P. Gothard

RECEIVED
2003 DEC 18 AM 9:32
T.R.A. DOCKET ROOM
Attorneys at Law
3500 North Causeway Boulevard
Suite 1442
Metairie, Louisiana 70002
Telephone: (504) 832-1984
Facsimile: (504) 831-0892

Monica Borne Haab
EllenAnn G. Sands
Bruce C. Betzer
Philip R. Adams, Jr.

PAID T.R.A.

Chk # 15431
Amount 25.00
Rcvd By LP
Date 12-17-03

December 16, 2003

RECEIVED
2003 DEC 18 AM 9:32
T.R.A. DOCKET ROOM
Executive Secretary's Office
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: VO2 NETWORKX, INC.

Dear Sir:

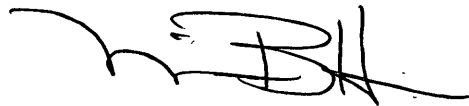
Docket # 03-00641
Co. ID 128877

Enclosed for filing please find an original and thirteen (13) copies of the Application of Vo2 Networkx, Inc. for Certificate of Public Convenience and Necessity to operate as a competitive local exchange carrier in Tennessee. The Company is requesting resale and facilities-based authority, and intends to offer services via voice over internet protocol ("VOIP"). A check in the amount of \$25.00 is also enclosed to cover the filing fee associated with this application.

An additional (14th) copy of this filing has been enclosed for return of a filed copy. A self-addressed stamped envelope is also provided for this purpose.

If you should have any questions regarding this filing, please do not hesitate to contact me

Sincerely,



Monica Borne Haab

cc: Matthew Brown, CLEC Strategies
Notice to ILEC Service List

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:

APPLICATION OF Vo2 Networx, Inc. FOR A)
CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO OPERATE AS A)
COMPETITIVE LOCAL EXCHANGE)
CARRIER IN TENNESSEE)

**APPLICATION FOR CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Vo2 Networx, Inc. ("Vo2 Networx" or "Applicant") pursuant to the provisions of T.C.A. Sections 65-4-201(b), (c) and (d), hereby applies to the Tennessee Regulatory Authority ("TRA or Authority") for a Certificate of Public Convenience and Necessity ("Certificate") to become a Competing Telecommunications Service Provider as defined by T.C.A. Section 65-4-101(e). Applicant respectfully requests that the Authority grant a Certificate to applicant to provide facilities-based local exchange telecommunications services throughout the State of Tennessee in all geographic locations permitted by the provisions of T.C.A. Sections 65-4-201. In addition, the Company intends to offer voice over internet protocol ("VOIP") services throughout the state of Tennessee. The Company agrees to comply with all applicable policies, rules and orders issued by the Tennessee Regulatory Authority in its provision of the requested services.

In support of its Application, Applicant submits the following:

1. The full name and corporate address of the Applicant is:

Vo2 Networx, Inc.
1835 Moriah Woods
Suite 1
Memphis, TN 38117
Ph. (901) 758-8179
Fx. (901) 758-1667

Questions regarding this application should be directed to:

Monica Borne Haab
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, Louisiana 70002
Ph. (504) 832-1984
Fx. (504) 831-0892
E-Mail: mhaab@nbglaw.com

Contact name and address for ongoing contact with the Company is:

Matthew Brown
CLEC Strategies
3934 Eden Roc Circle East
Tampa, Florida 33634
Ph. (813) 901-8674
Fx. (530) 579-8131
E-mail: brown@jacod.com

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See **Exhibit A**.

3. Corporate information:

Vo2 Networx, Inc. was incorporated in the State of Tennessee. A copy of the Applicant's Articles of Incorporation and amendments are provided in **Exhibit B**. The names and addresses of the principal corporate officers are listed in **Exhibit C**. All officers are located in Tennessee. The biographies of the principal officers and any other key technical staff are in **Exhibit D**.

4. Applicant possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

In support of its financial qualifications, the Applicant submits as **Exhibit E** two year financial statements of its parent company, Teksell, Inc. In addition, Exhibit E contains recent year-to-date financial statements for Teksell, Inc. which summarize the company's recent financial performance. Teksell, Inc. will guarantee the initial operations of the Applicant. In addition, the Applicant submits financial projections and capital expenditures budget for the next three (3) years as **Exhibit F**. Thus, the Applicant asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

A \$20,000.00 Corporate Surety Bond is attached as **Exhibit G** in compliance with TCA §65-4-125.

B. Managerial Ability:

As shown in Exhibit D to this application, Applicant has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, Applicant's management team has extensive management and business experience in the telecommunications industry.

C. Technical Qualifications:

Applicant services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA, and will meet minimum basic local standards, including quality of service and billing standards required of all LEC's regulated by the TRA for its traditional local exchange services. Applicant will not require traditional local exchange customers to purchase Customer Provided Equipment (CPE), which cannot be used with the Incumbent Local Exchange Carriers' systems. VOIP customers will be given the option of purchasing the phone equipment necessary for use of

VOIP services. If a customer chooses not to purchase VOIP phone equipment, the Company will include the equipment in the customers monthly service fee.

As noted in the biographies of the principal officers submitted as Exhibit E, the Applicant has the technical qualifications to provide local exchange service in Tennessee.

5. Proposed Service Area:

The Applicant is not currently authorized to provide local exchange telecommunications services in any states. No other certification is currently pending.

The Applicant proposes to offer traditional local exchange services throughout the geographic service territory of BellSouth Communications, Inc. within the State of Tennessee. This area is designated open to competition. The Applicant intends to offer its telecommunications services through the use of its own facilities, resold facilities, or through a combination of these provisioning methods. Facilities-based local exchange service will be limited to offering unbundled network elements (UNE) from the ILEC(s).

In addition, the Applicant intends to offer VOIP services to customers throughout the State of Tennessee. The Company will utilize some of its own equipment and/or facilities for the provision of VOIP services.

6. Types of Local Exchange Service to be provided:

The Applicant expects to offer local exchange services to mostly business customers in Tennessee. The Applicant's initial line of local services will be comparable to that currently offered by the incumbent LECs. Initially the Applicant plans to offer basic access line service, Optional Calling Features, Directory Assistance, Directory Service, and Operator Services, as well as all services required under Chapter 1220-4-8-.04(3) (6) and (2).

VOIP services will be offered to all customers located in areas with the technical capability to establish VOIP services.

7. Repair and Maintenance:

The Applicant understands the importance of effective customer service for local service customers. The Applicant will provide customers with a toll free number for contacting customer service. In addition, customers may contact the company in writing at the headquarters address, or by completing a customer service request form on the Company's website located at www.Vo2networx.com. The toll free number will be printed on the customer's monthly billing statements. The Tennessee contact person knowledgeable about providers operations is Matthew Brown, CLEC Strategies, reference in Section 1. above.

Grant of this Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of traditional competitive telecommunications services in the State of Tennessee and by offering alternative communications options to consumer. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing Applicant to provide the services requested herein will enhance the communications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive and alternative services to be offered by the Applicant and indirectly, because Applicant's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

8 Small and Minority-Owned Telecommunications Business Participation Plan (65-5-212):

See **Exhibit H**.

9. Toll Dialing Parity Plan:

See **Exhibit I**.

10. Notice:

The Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the companies intention of operating geographically. See **Exhibit J** for the list.

11. Numbering Issues:

Statement provided in **Exhibit K**.

12. Tennessee Specific Operational Issues:

Statements provided in **Exhibit L**.

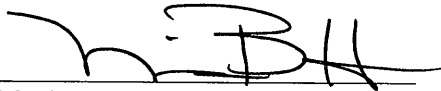
13. Miscellaneous:

- A. Sworn Pre-Filed Testimony. **Exhibit M**.
- B. Applicant does not require customer deposits.
- C. The Company has not been subject to any complaints in any of the states where it is operating.
- D. A copy of the Applicant's tariff is enclosed as **Exhibit N**.

Conclusion:

The Applicant respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange and VOIP services on a facilities-based and resale basis throughout the State of Tennessee in the service areas described herein. For the reasons stated above, the Applicant's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 8th day of December 2003



Monica Borne Haab
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd.
Suite 1442
Metairie, Louisiana 70002
Ph. (504) 832-1984
Fx. (504) 831-0892
E-Mail: mhaab@nbglaw.com

VERIFICATION

State of Tennessee)
County of Shelby)

I, Michael Bourne, as President of Vo2 Networx, Inc. do hereby make this Verification on its behalf as an authorized representative. I verify that all statements set forth in the foregoing application and all exhibits thereto are true and correct to the best of my knowledge, information and belief.

By: Michael Bourne
Michael Bourne, President
Vo2 Networx, Inc.

Sworn to and subscribed before me, this 2 day of December, 2003.



Shaun Golden
Notary Public

My Commission Expires
3-3-07

EXHIBIT A

CHART OF CORPORATE STRUCTURE

The Applicant's parent company is Teksell, Inc. which has been in operation for approximately four (4) years. The Applicant has no subsidiaries or any other affiliates. An organizational chart is provided below.

TEKSELL, INC.
|
VO2 NETWORKX, INC

EXHIBIT B

ARTICLES OF INCORPORATION
AND AMENDMENTS

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 08/04/03
REQUEST NUMBER: 4877-1306
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 08/01/03 1143
EFFECTIVE DATE/TIME: 08/01/03 1143
CONTROL NUMBER: 0451387

TO:
CFS INC
8161 HWY 100-172
NASHVILLE, TN 37221

RE:
VO2, INC.
CHARTER - FOR PROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - FOR PROFIT

ON DATE: 08/04/03

FROM:
CFS
8161 HIGHWAY 100
#172
NASHVILLE, TN 37221-0000

RECEIVED: FEES \$100.00 \$0.00
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 0000333972
ACCOUNT NUMBER: 00101230



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

39M

**CHARTER
OF
VO2, INC.**

FILED

The undersigned person under the Tennessee Business Corporation Act adopts the following charter for the above named corporation:

FILED
CLERK OF STATE

1. The name of the corporation is VO2, Inc.
2. The number of shares the corporation is authorized to issue is ten thousand (10,000) shares of common stock, \$.01 par value per share. Such shares of common stock collectively shall have unlimited voting rights and the right to receive the net assets of the corporation upon dissolution.
3. The complete address of the corporation's initial registered office in Tennessee is 100 Peabody Place, Suite 900, Memphis, Shelby County, Tennessee 38103, and the name of the initial registered agent to be located at such office is Oscar L. Thomas.
4. The name and complete address of the sole Incorporator are Oscar L. Thomas, 100 Peabody Place, Suite 900, Memphis, Shelby County, Tennessee 38103.
5. The complete address of the corporation's initial principal office is 1835 Moriah Woods, Suite 1, Memphis, Tennessee 38117.
6. The corporation is for profit.
7. No director of this corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except: (i) for any breach of the director's duty of loyalty to the corporation or its shareholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) under Tenn. Code Ann. § 48-18-304.

Dated: July 31, 2003


Oscar L. Thomas, Sole Incorporator



Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.



03153569

08/06/2003 - 10:19 AM

2 PGS : R - CHARTER IN STATE

MAX 157105-3153569

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	5.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	7.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**ACTIONS TAKEN BY WRITTEN CONSENT
OF THE INCORPORATOR
OF
VO2, INC.**

In lieu of an organizational meeting, the undersigned, being the sole Incorporator of VO2, Inc. (the "Corporation"), a Tennessee corporation, in accordance with the provisions of Section 48-12-105 of the Tennessee Business Corporation Act, hereby consents to taking action without a meeting, by written consent, and hereby takes the following actions:

1. Approval of Charter of the Corporation.

RESOLVED, that the Charter of the Corporation filed with the Secretary of State of Tennessee on August 1, 2003 be, and it hereby is, accepted by the Incorporator as the Charter of the Corporation.

2. Election of Initial Directors.

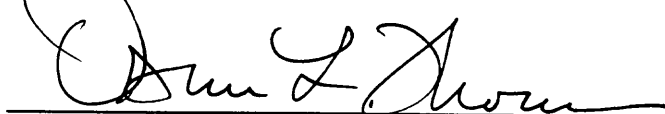
RESOLVED, that the following individuals are hereby elected to serve as the initial Directors of the Corporation until the first annual shareholders' meeting or until each of their respective successors are duly elected and qualified:

Michael Bourne
Dena Mullen
M. Andrew Forsdick

The undersigned, being the sole Incorporator of the Corporation, by signing this consent, waives all notice of the date, time and place of the organizational meeting of the Incorporator and consents to the transaction of the business of said meeting by written consent of the said sole Incorporator in lieu of such meeting. This written consent of the Incorporator of the Corporation shall be included in the minute book of the Corporation.

Dated: August 1, 2003

APPROVED AND CONSENTED TO:

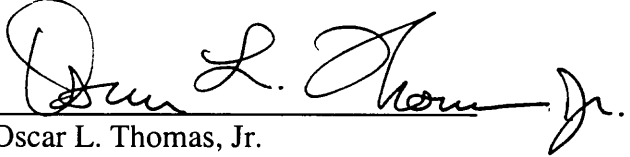


Oscar L. Thomas
Sole Incorporator of the Corporation

RESIGNATION AND WAIVER

The undersigned, being the sole Incorporator of VO2, Inc., does hereby resign as the Incorporator of said corporation and does further waive all rights which he may have to subscribe for any of the capital stock of said corporation.

Date: August 1, 2003



Oscar L. Thomas, Jr.
Sole Incorporator

**BY-LAWS
OF
VO2, INC.**

PROVISIONS RELATING TO SHAREHOLDERS

Annual Meeting

The annual meeting of the shareholders of this Corporation shall be held in or out of the State of Tennessee at such place as the Directors may designate on the second Thursday of the fifth month following the close of the fiscal year, unless such date is a legal holiday, in which case the meeting shall be held on the next following business day, of each and every year for the election of Directors and such other business as may properly come before said meeting. The Corporation shall notify shareholders of the date, time, and place of each annual shareholders' meeting no fewer than ten (10) days nor more than two (2) months before the meeting date. Unless the laws of the State of Tennessee require otherwise, the Corporation shall give notice only to shareholders entitled to vote at the meeting, and that notice need not include a description of the purpose or purposes for which the meeting is called. Notice shall be in writing, except that oral notice shall be effective if it is reasonable under the circumstances, and shall be communicated in person, by telephone, telegraph, teletype or other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice shall be communicated by a newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication. If mailed, written notice by the Corporation to the shareholders, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders. If not mailed, written notice, if in a comprehensible form, shall be effective when received. Oral notice shall be effective when communicated if communicated in a comprehensible manner.

If the annual meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment. However, if a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are shareholders as of the new record date.

Special Meeting

The Corporation shall hold a special meeting of shareholders on call of the Board of Directors, or if the holders of at least fifty percent (50%) of all the votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date, and deliver to the Corporation's Secretary one (1) or more written demands for the meeting describing the purpose or purposes for which it is to be held. Special shareholders' meetings may be held in or out of the State of Tennessee at such place as the Directors may designate, or, in the absence of such designation, at

the Corporation's principal office. The Corporation shall notify shareholders of the date, time, and place of each special shareholders' meeting no fewer than ten (10) days nor more than two (2) months before the meeting date; provided, however, that notice of the special meeting shall in any event be given within one (1) month after the date that written demand(s) for such meeting by the holders of at least ten percent (10%) of all the votes entitled to be cast is delivered to the Corporation's Secretary. Unless the laws of the State of Tennessee require otherwise, the Corporation shall give notice only to shareholders entitled to vote at the meeting. Notice of a special meeting shall include a description of the purpose or purposes for which the meeting is called, and only business within the purpose or purposes described in the notice shall be conducted at the special shareholders' meeting. Notice shall be in writing, except that oral notice shall be effective if it is reasonable under the circumstances, and shall be communicated in person, by telephone, telegraph, teletype, or other form of wire or wireless communication, or by mail or private carrier. If these forms of notice are impracticable, notice shall be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. If mailed, written notice by the Corporation to the shareholders, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders. If not mailed, written notice, if in a comprehensible form, shall be effective when received. Oral notice shall be effective when communicated if communicated in a comprehensible manner.

If a special meeting is adjourned to a different date, time, or place, notice need not be given of the date, time, or place if the new date, time, or place is announced at the meeting before adjournment. However, if a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting shall be given to persons who are shareholders as of the new record date.

Action Without Meeting

Action required or permitted by any provision of the Tennessee Business Corporation Act, as now in effect or hereafter amended, to be taken at a shareholders' meeting may be taken without a meeting. If all shareholders entitled to vote on the action consent to taking such action without a meeting, the affirmative vote of the number of shares that would be necessary to authorize or take such action at a meeting shall be the act of the shareholders. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each shareholder entitled to vote on the action in one (1) or more counterparts, indicating each signing shareholder's vote or abstention on the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. If not otherwise determined under these By-Laws or the laws of the State of Tennessee, the record date for determining shareholders entitled to take action without a meeting is the date the first shareholder signs the written consent. A consent signed under this section shall have the effect of a meeting vote and may be described as such in any document. If any provision of the Corporation's Charter or the laws of the State of Tennessee requires that notice of proposed action be given to nonvoting shareholders and the action is to be taken by consent of the voting shareholders, then the Corporation must give its nonvoting shareholders written notice of the proposed action at least ten (10) days before the action is taken. The notice must contain or be accompanied by the same material that, under the

laws of the State of Tennessee, would have been required to be sent to nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

Waiver of Notice

A shareholder may waive any notice required by the Charter, these By-Laws, or by any provision of the Tennessee Business Corporation Act, before or after the date and time stated in the notice. The waiver must be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting, and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Fixing of Record Date

The Board of Directors may fix the record date for one (1) or more voting groups in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. As used in these By-Laws, "voting group" shall mean all shares of one (1) or more classes or series that under the Corporation's Charter or the provisions of the Tennessee Business Corporation Act are entitled to vote and be counted together collectively on a matter at a meeting of shareholders. However, a record date shall not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. If not otherwise fixed hereunder, the record date for determining shareholders entitled to notice of and to vote at an annual or special shareholders' meeting shall be the close of business on the day before the first notice is delivered to shareholders, and the record date for determining shareholders entitled to demand a special meeting shall be the date the first shareholder signs the demand. A determination of shareholders entitled to notice of or vote at a shareholders' meeting shall be effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than four (4) months after the date fixed for the original meeting.

Quorum

Unless any of the provisions of the Tennessee Business Corporation Act or the Charter provide otherwise, a majority of the votes entitled to be cast on a matter by a voting group constitutes a quorum of that voting group for action on that matter. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

Proxies

A shareholder may vote his shares in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of proxy shall be effective when received by the Secretary or other officer or agent authorized to tabulate votes. An appointment shall be valid for eleven (11) months unless another period is expressly provided in the appointment form. An appointment of a proxy shall be revocable by the shareholder except as otherwise provided in T.C.A. Section 48-17-203, as now in effect or hereafter amended.

Cumulative Voting

Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. The Charter of this Corporation does not provide for cumulative voting for Directors, and it is hereby expressly stated that shareholders do not have the right to cumulate their votes for Directors.

Shareholders' List for Meeting

After fixing a record date for a meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of a shareholders' meeting. The list shall be arranged by voting group (and within each voting group by class or series of shares) and show the address of and number of shares held by each shareholder. The shareholders' list must be available for inspection by any shareholder, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, his agent, or attorney shall be entitled on written demand to inspect and to copy the list, during regular business hours and at his expense, during the period that it is available for inspection; provided, however, that the aforesaid written demand to copy said list must be made in good faith and for a proper purpose, that the shareholder must describe with reasonable particularity his purpose and the records he desires to inspect, and that the records must be directly connected with his purpose. The Corporation shall make the shareholders' list available at the meeting, and any shareholder, his agent, or his attorney shall be entitled to inspect the list at any time during the meeting or any adjournment. If the right to vote at any meeting is challenged, the person presiding thereat may rely on such list as evidence of the right of the person challenged to vote at such meeting.

Voting Entitlement to Shares

Unless the Charter provides otherwise, each outstanding share, regardless of class, shall be entitled to one (1) vote on each matter voted on at a shareholders' meeting. Only shares shall be entitled to vote. However, absent special circumstances, shares of the Corporation shall not be entitled to vote if they are owned, indirectly or directly, by a second corporation, domestic or foreign, and the Corporation owns, directly or indirectly, the majority of the shares entitled to vote for Directors of the second corporation, and no such shares shall be counted in determining the number of outstanding shares of the Corporation at any given time; but this does not limit the

power of a corporation to vote any shares, including its own shares, held by it in a fiduciary capacity. Redeemable shares shall not be entitled to vote after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company, or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the shares, and no such shares shall be counted in determining the total number of outstanding shares of the Corporation at any given time. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the By-Laws of such corporation may prescribe or, in the absence of a By-Law provision, as the Board of Directors of such corporation may determine. The Corporation may rely on the representation of such officer, agent, or proxy as to the authority unless such authority is questioned.

PROVISIONS RELATING TO BOARD OF DIRECTORS

Board of Directors

The Board of Directors shall consist of three (3) individuals. A Director need not be a resident of this state or a shareholder of the Corporation. Only the shareholders may change the number of Directors or change from a fixed to variable-range size Board; provided, however, that a decrease in the number of Directors shall not shorten an incumbent Director's term. Initial Directors may be named in the Charter or, if not, may be elected by the Incorporator(s) of the Corporation. Thereafter, Directors shall be elected at the first annual shareholders' meeting and at each subsequent annual meeting, and the terms of the initial Directors of the corporation shall expire at the first shareholders' meeting at which Directors are elected. The terms of all other Directors shall expire at the next annual shareholders' meeting following their election. Despite the expiration of a Director's term, he shall continue to serve until his successor is elected and qualified or until there is a decrease in the number of Directors. A Director may resign at any time by delivering written notice to the Board of Directors, its Chairman or President, or to the Corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. A vacancy created by a resignation that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs. If a vacancy occurs on the Board of Directors, either the shareholders or the Board of Directors may fill the vacancy. If the vacant office was held by a Director elected by a voting group of shareholders, only the holders of shares of that voting group shall be entitled to vote to fill the vacancy if it is filled by the shareholders. Unless the Charter provides otherwise, the Board of Directors may fix the compensation of Directors.

Removal of Directors

The shareholders may remove a Director with or without cause. However, if a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him. A Director may be removed only if the number of votes cast to remove him exceeds the number of votes cast not to remove him.

Regular Meetings of the Board of Directors

The regular meeting of the Board of Directors shall be held in or out of the State of Tennessee on the second Thursday of the fifth month following the close of the fiscal year, unless such date is a legal holiday, in which case the meeting shall be held on the next following business day, of each and every year immediately following the adjournment of the annual meeting of shareholders of the Corporation. The Board of Directors shall permit any or all Directors to participate in a regular meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means shall be deemed to be present in person at the meeting. Regular meetings of the Board of Directors shall be held without notice of the date, time, place or purpose of the meeting.

Special Meetings of the Board of Directors

The Board of Directors may hold special meetings in or out of the State of Tennessee, and such meetings may be called by the President or any Director. The Board of Directors shall permit any or all Directors to participate in a special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating can simultaneously hear each other during the meeting. A Director participating in a meeting by this means shall be deemed to be present in person at the meeting. Special meetings of the Board of Directors shall be preceded by at least two (2) days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. Notice shall be in writing, except that oral notice shall be effective if it is reasonable under the circumstances, and shall be communicated in person, by telephone, telegram, teletype, or other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice shall be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice, if in a comprehensible form, shall be effective at the earliest of: (i) when received; (ii) five (5) days after its deposit in the United States mail, if mailed correctly addressed and with first class postage affixed thereon; (iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or (iv) twenty (20) days after its deposit in the United States mail, as evidenced by the postmark if mailed correctly addressed, and with other than first class, registered or certified postage affixed. Oral notice shall be effective when communicated in a comprehensible manner. Notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.

Action Without Meeting

Action required or permitted to be taken by the laws of the State of Tennessee at a Board of Directors' meeting may be taken without a meeting. If all the Directors consent to taking such action without a meeting, the affirmative vote of the number of Directors that would be necessary to authorize or to take such action at a meeting shall be the act of the Board. The action must be evidenced by one (1) or more written consents describing the action taken, signed

by each Director in one (1) or more counterparts, indicating each signing Director's vote or abstention on the action, and which shall be included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section shall be effective when the last Director signs the consent, unless the consent specifies a different effective date. A consent signed under the section shall have the effect of a meeting vote and may be described as such in any document.

Waiver of Notice

A Director may waive any notice required by these By- Laws, the Charter, or by any provision of the laws of the State of Tennessee, before or after the date and time stated in the notice. The waiver must be in writing, signed by the Director entitled to the notice, and filed with the minutes or corporate records. In addition, a Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Quorum and Voting

A quorum of the Board of Directors shall consist of a majority of the number of Directors (or, if the Corporation has a variable range size Board, a majority of the number of Directors prescribed, or if no number is prescribed, the number in office immediately before the meeting begins). If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present shall be the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken shall be deemed to have assented to the action taken unless: (i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting business at the meeting; (ii) his dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

Committees

The Board of Directors may create one (1) or more committees. A committee may consist of one (1) member. All members of committees of the Board of Directors which exercise powers of the Board of Directors must be members of the Board of Directors and shall serve at the pleasure of the Board of Directors. The creation of a committee and appointment of a member or members to it must be approved by a majority of all the Directors in office when the action is taken. The provisions of the Tennessee Business Corporation Act, as now in effect or hereafter amended, and these By-Laws which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors shall apply to committees and their members as well. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors under these By-Laws and the laws of the State of Tennessee. A committee shall not, however: (i) authorize distributions, except according to a

formula or method prescribed by the Board of Directors; (ii) approve or propose to shareholders action that the laws of the State of Tennessee require to be approved by shareholders; (iii) fill vacancies on the Board of Directors or on any of its committees; (iv) amend the Charter of the Corporation; (v) adopt, amend or repeal By-Laws; (vi) approve a plan of merger not requiring shareholder approval; (vii) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; (viii) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except that the Board of Directors may authorize a committee (or senior executive officer of the Corporation) to do so within limits specifically prescribed by the Board of Directors or (ix) take any action that the Board of Directors itself is not permitted to take, whether pursuant to the Tennessee Business Corporation Act, the Corporation's Charter, these Bylaws or otherwise.

Discharge of Duties

A Director shall discharge his duties as a Director, including his duties as a member of a committee, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interests of the Corporation. In discharging his duties, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one (1) or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented; legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the person's professional or expert competence; or a committee of the Board of Directors of which he is not a member if the Director reasonably believes the committee merits confidence. However, a Director is not acting in good faith if he has knowledge concerning the matter in question that makes reliance otherwise permitted by this By- Law unwarranted. A Director shall not be liable for any action taken as a Director, or any failure to take any action, if he has performed the duties of his office in compliance with this By-Law.

PROVISIONS RELATING TO OFFICERS

Officers

This Corporation shall have a President and a Secretary. The Board of Directors, or a duly appointed officer if authorized by the Board of Directors, may also appoint a Chief Financial Officer, a Treasurer, any number of Vice Presidents, Assistant Secretaries and/or Assistant Treasurers, and such other officers with such powers and duties as it shall deem necessary. The same individual may simultaneously hold more than one (1) office in the Corporation, except the offices of President and Secretary. An officer may resign at any time by delivering notice to the Corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not

take office until the effective date. The Board of Directors may remove any officer at any time with or without cause, and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer. The appointment of an officer does not itself create contract rights, and an officer's removal shall not affect the officer's contract rights, if any, with the Corporation. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

Duties of President

The President shall preside at all meetings of the Board of Directors and shall act as temporary Chairman at and call to order all meetings of the shareholders. He shall sign certificates of stock; sign and execute all contracts in the name of the Corporation, when authorized to do so by the Board of Directors; appoint and discharge agents and employees subject to approval of the Board of Directors; and he shall have the authority to generally manage the business and affairs of the Corporation and perform all the duties incidental to his office. The President shall also be the Chief Executive Officer of the Corporation.

Duties of Vice President

The Vice President shall, in any absence or incapacity of the President, perform the duties of that office and shall also perform those other duties prescribed by the Board of Directors.

Duties of the Chief Financial Officer

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and retained earnings. The Chief Financial Officer shall have the care and custody of all of the funds and securities of the Corporation and deposit the same in the name of the Corporation in such bank or banks as the Directors may elect. The Chief Financial Officer shall have the authority delegated to him by the Board of Directors to sign checks, drafts, notes and orders for the payment of money, and he shall have the authority to perform all the duties incidental to his office. In lieu of any contrary resolution duly adopted by the Board of Directors, the Chief Financial Officer shall also be the Treasurer of the Corporation.

Duties of the Secretary

The Secretary shall sign all certificates of stock signed by the President. He shall keep the minutes of the meetings of the Board of Directors and also the minutes of the meetings of shareholders; he shall authenticate records of the Corporation; he shall attend to the giving and serving of all notices of the Corporation as required by him; he shall have charge of the stock transfer books, the minute book, and such other records of the Corporation as the Board may direct; he shall attend to such correspondence as may be assigned to him and perform all duties incidental to his office.

Discharge of Duties

An officer with discretionary authority shall discharge his duties under that authority in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interest of the Corporation. In discharging his duties, an officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by one (1) or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent in the matters presented; or legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence. However, an officer is not acting in good faith if he has knowledge concerning the matter in question that makes reliance otherwise permitted by this By-Law unwarranted. An officer shall not be liable for any action taken as an officer, or any failure to take any action, if he has performed the duties of his office in compliance with this By-Law.

MISCELLANEOUS

Indemnification of Directors and Officers

The Corporation shall indemnify and advance expenses to any Director, officer, employee or agent of the Corporation, or any such person who is serving at the request of the Corporation as a director, officer, employee, or agent with another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such action, suit or proceeding or any appeal thereof, and against all fines (including any excise tax assessed with respect to an employee benefit plan), judgments and amounts paid in settlement thereof, provided that such action, suit or proceeding be instituted by reason of the fact that such person is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation in any such capacity with another corporation, partnership, joint venture, trust or other enterprise, to the fullest extent permitted by laws of the State of Tennessee (both as now in effect and as hereafter adopted), and such indemnification shall continue as to any person who has ceased to be a Director, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The rights to indemnification and advancement of expenses set forth in this section are nonexclusive of other similar rights which may be granted by law, a resolution of the Board of Directors or shareholders of the Corporation or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized. The Corporation shall have the power to purchase and maintain insurance on behalf of an individual who is or was a Director, officer, employee, or agent of the Corporation, or who, while a Director, officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, employee

benefit plan or other enterprise, against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee or agent, whether or not the Corporation would have the power to indemnify him against the same liability under this By-Law.

Records

The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records and a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class and series, if any, of shares showing the number, class, and series, if any, of shares held by each shareholder. The Corporation shall maintain its records in written form or in other form capable of conversion into written form within a reasonable time. The Corporation shall keep at its principal office a copy of its Charter or Restated Charter and all amendments thereto currently in effect; its By-Laws or Restated By-Laws and all amendments to them currently in effect; resolutions adopted by the Board of Directors creating one (1) or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding; the minutes of all shareholders' meetings and records of all action taken by the shareholders without a meeting, for the past three (3) years; all written communications to shareholders generally within the past three (3) years, including any financial statements prepared for the last three (3) years; a list of the names and business addresses of its current Directors and officers; and its most recent annual report delivered to the Secretary of State. A shareholder of the Corporation is entitled to inspect and copy, during regular business hours at the Corporation's principal office, any of the above referenced records of the Corporation if he gives the Corporation written notice of his demand at least five (5) business days before the date on which he wishes to inspect and copy. A shareholder of the Corporation is also entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any other records of the Corporation as provided for in T.C.A. Section 48-26-102, as now in effect or hereafter amended; provided, however, that the shareholder may only inspect and copy such records if his demand is made in good faith and for a proper purpose, he describes with particularity his purpose and the records he desires to inspect, and the records are directly connected with his purpose. A shareholder's agent or attorney shall have the same inspection and copying rights as the shareholder he represents.

Reports

A Corporation shall prepare annual financial statements that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of changes in shareholders' equity for the year unless that information appears elsewhere in the financial statements. If financial statements are prepared for the Corporation on the basis of generally accepted accounting principles, the annual financial statement must also be prepared on that basis. If the annual financial statements are reported upon by a public accountant, his report must accompany

them. If not, the statements must be accompanied by a statement of the President or the person responsible for the Corporation's accounting records stating his reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation, and describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year. The Corporation shall mail the annual financial statements to each shareholder who has requested same in writing within one (1) month after notice of said request; provided, however, that with respect to the financial statements for the most recently completed fiscal year, statements shall be mailed to the requesting shareholder within four (4) months after the close of the fiscal year.

If a Corporation indemnifies or advances expenses to a Director in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance in writing to the shareholders with or before notice of the next shareholders' meeting. If the Corporation issues or authorizes the issuance of shares for promissory notes or for promises to render services in the future, the Corporation shall report in writing to the shareholders the number of shares authorized or issued, and the consideration received by the corporation, with or before the notice of the next shareholders' meeting.

Distributions to Shareholders

The Board of Directors may authorize and the Corporation may make distributions to its shareholders; provided, however, that no distribution shall be made if, after giving it effect, the Corporation would not be able to pay its debts as they become due in the usual course of business, or the Corporation's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of shareholders whose preferential rights are superior to those receiving the distribution. The Board of Directors may base a determination that a distribution is not prohibited hereunder either on financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances or on a fair valuation or other method that is reasonable in the circumstances. The effect of a distribution is measured in the case of distribution by purchase, redemption, or other acquisition of the Corporation's shares, as of the earlier of the date money or other property is transferred or debt incurred by the Corporation, or the date the shareholder ceases to be a shareholder with respect to the acquired shares. The effect of a distribution is measured in the case of any other distribution of indebtedness, as of the date the indebtedness is distributed; and in all other cases, as of the date the distribution is authorized if the payment occurs within four (4) months after the date of authorization or the date payment is made if it occurs more than four (4) months after the date of authorization. If the Board of Directors does not fix the record date for determining shareholders entitled to a distribution (other than one involving a repurchase or reacquisition of shares), it shall be the date the Board of Directors authorizes the distribution. The Corporation's indebtedness to a shareholder incurred by reason of a distribution made in accordance with this By-Law shall be at parity with the Corporation's indebtedness to its general, unsecured creditors except to the extent subordinated by agreement.

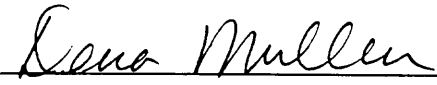
Seal

The Corporation shall have the power to have a corporate seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it, or in any other manner reproducing it; provided, however, that the Corporation shall not be required to have a seal and the absence of such seal on any document shall not affect its validity.

Amendment of By-Laws
by Board of Directors or Shareholders

This Corporation's Board of Directors may amend or repeal these By-Laws unless the Corporation's Charter or any provision of the laws of the State of Tennessee reserves this power exclusively to the shareholders in whole or in part, or the shareholders amending or repealing a particular By-Law provide expressly that the Board of Directors may not amend or repeal that By-Law. If applicable, the shareholders may amend or repeal the Corporation's By-Laws even though the By-Laws may also be amended or repealed by the Board of Directors.

ATTEST:



Dena Mullen
Secretary

EXHIBIT C

NAMES AND ADDRESSES OF CORPORATE OFFICERS AND DIRECTORS

Michael Bourne, CEO
1835 Moriah Woods
Suite 1
Memphis, TN 38117

Lance Forsdick
Director
1835 Moriah Woods
Suite 1
Memphis, TN 38117

Andrew Forsdick, CFO
1835 Moriah Woods
Suite 1
Memphis, TN 38117

Beau Peyton , COO
1835 Moriah Woods
Suite 1
Memphis, TN 38117

EXHIBIT D

MANAGEMENT PROFILES

Michael Bourne'
3031 Cotton Cross Drive
Germantown, Tennessee 38138
901-756-9152
michael@everythingtele.com

CAREER SUMMARY

I have seven years hands-on experience in the communications industry, and during this time, I developed an extensive background and knowledge base in voice, data and video systems. This experience includes designing, selling, implementing and supporting enterprise class systems, building sales and service organizations and developing profitable businesses in new markets. Additionally, I am skilled at professionally obtaining and interacting with a vast number of resources to resolve issues at hand, while meeting and exceeding profitability objectives.

EXPERIENCE

EverythingTele.com, Inc./TekSell, Inc. – Memphis, TN

August 1999 – Present. President and CEO

Founded EverythingTelecom and TekSell, Inc. in 2000 and guided the profitable growth and development for both sales and operations for the first three years of operations.

TekSell exceeded profitability projections for 2002, as well as retiring all debt.

Year to date, TekSell has exceeded its revenue and net income objectives for 2003, while expanding operations and facilities, as well as creating a new sister company, vo2 Networkx.

Bluestar Communications – Memphis, TN

February 1998 – August 1999. Senior Account Manager.

Role was Senior Account Manager responsible for development and maintenance of major accounts. Selling focus on DSL and DSL/WAN technologies, firewall, remote LAN dial and customer premise equipment. All other account management responsibilities as listed below. Top Sales Award January, February and March 1999. The 1st Quarter Star of Excellence

Intermedia Communications – Memphis, TN

December 1997 – February 1998. Major Account Manager.

Experienced in design and install management of communication networks to best serve customer needs. Research and consulting on new equipment and services. Consulting on the most productive ways to utilize telecommunications systems and services. Developed a strong contact of telecommunications professionals through discussions on the utilization's of different networks. Act as the liaison between network services and customer service issues. Provide technical support to major account customers for the Memphis Branch. Project manage the design and implementation of complex network applications for major account customers. President's Club 1998. Director's Award for Excellence in Sales 1999

Qwest Communications – Memphis, TN

October 1996 – December 1997. Major Account Manager.

Responsible for development and management of large end accounts averaging 15-75K per month with multiple data and voice applications. Adept at evaluating customer requirements from equipment to bandwidth whether on a new or existing networks. Experienced with IP networking, SNA/SDLC networking, VPN's, LAN to LAN, native LAN service, network consulting, network/systems integration, approved customer premise equipment and ATM services. Certifications held in: Dedicated Voice Services, January 1998, Data Management Services, March 1997; Enhanced Data Services, May 1997; Lucent Frame Training, August 1997; Digex Internet Training Certified, June 1997.

EDUCATION

University of Tennessee- Knoxville, TN

Major - BA- Computer Science -92 - Present.

Tulane University - Mini MBA Program

Major - Business 2003 (On-line program)

ACCOMPLISHMENTS

Continuously strive to polish abilities as a professional sales representative by becoming one of the top sales producers within each of the organizations affiliated with. Consistently above 200% of quota. Repeatedly named one of the top five reps in the region.

UDDI Advisor:

UDDI is the first cross-industry effort driven by platform and software providers, marketplace operators and e-business leaders. These technology and business pioneers are acting as the initial catalysts to quickly develop the UDDI standard. Other company members are Ariba, Microsoft, IBM and CommerceOne.

REFERENCES

Available upon request.

Beau Peyton
8444 Winthrop Court
Germantown, TN 38139
bpeyton@midsouth.rr.com

Career Summary

I have nearly twenty years experience in communications sales, marketing and management. Additionally, I have an equal amount of experience in strategic planning, design and implementation of converged, enterprise networks. My experience includes a proven track record of success in direct sales, a demonstrated ability to build and manage successful sales and service teams, develop and manage new territories and the ability to design and implement successful sales and technical training programs.

Employment History

vo2 Networx/TekSell, Inc.

March 2003 to present

Director of Sales-TekSell

Chief Operating Officer- vo2 Networx

Achievements

- Developed and implemented the business plan for the first managed, VoIP/Centrex offering in Memphis, TN

Qwest, Inc.

July 2002 to February 2003

Sales Manager, Memphis

Global Data Systems, Inc.

April 2001 to June 2002

Area Manager, Memphis

Achievements

- Increased territory sales by over 100% during the first five months
- Designed and sold the first managed security platform at GDS for Memphis Area Teachers Credit Union
- Designed and sold Cisco VoIP platform for ServiceMaster, Incorporated Corporate Headquarters, Downers Grove, Illinois

WorkNET Communications, Inc.

April 2000 to March 2001

General Manager, Memphis

Achievements

- opened Memphis office and built the sales and service teams
- established and implemented all the procedures for testing, installation and troubleshooting wireless, broadband installations
- number one remote branch in the U.S. for Internet access sales in 2000
- sold the first private network in the U.S. for WorkNet
- number one branch for building access contracts
- built the number one Business Associate Program in the U.S. for WorkNET

Digital Connections, Inc.

April 1998 to April 2000

Area Manager, East Tennessee

Achievements:

- opened Memphis territory
- sold nearly \$1 million in capital equipment during first 12 months
- sold and successfully managed a nationwide network management (WAN) platform for Union Planters Corporation
- sold and successfully managed the installation of the first Cisco 6500 series network in the U.S. at Olan Mills corporate headquarters in Chattanooga, Tennessee
- designed, sold and implemented the first Nortel Passport/Optivity integrated voice and data network in Tennessee to Astec Industries, Inc.

Southeastern Telecom, Inc.

October 1996 to April 1998

Sales Manager

Memphis, Tennessee

Achievements

- hiring, training and managing a sales and marketing team
- developing a major account program
- meeting and exceeding an annual revenue target of \$2.5 million
- improved reps at quota ratio from below 55% to over 75%
- Presidents Club, 1997
- Increased Q1 1998 revenue by 73% over the same period for 1997

Marketing Manager
Nashville, Tennessee

Achievements:

- developed and implemented a company wide sales training program
- developed and taught company wide classes on advanced applications such as data networking, ACD and computer-telephony integration
- developed and implemented a company wide base marketing program
- produced and organized company wide sales kickoff meeting
- developed a new company web site
- directing the development of company marketing materials, including a new company brochure
- produced an internal electronic newsletter (ONLINE NEWS)
- producing and managing external news releases

MCI Telecommunications, Inc.

July 1995 to October 1996

Sales Manager
Knoxville, Tennessee

Achievements:

- hired, trained and managed the sales and marketing team
- developed marketing plans for selling backbone internet and frame relay services in the east Tennessee market
- Masters Winner for 1995
- number three manager in Southeast Region for percentage of plan achievement (163%)
- number one manager in the Nashville (Nashville, Knoxville and Chattanooga) branch in 1995 for percentage of plan achievement
- sales reporting tools and public speaking classes received "Best Practice" awards

ATS Telephone & Data Systems, Inc.

June 1988 to 1995

District Manager
Knoxville, Tennessee

Achievements

- hired, trained and managed a sales and service team
- maintained expenses at or below budget (P&L)
- successfully marketed Siemens-ROLM and VTEL products to major accounts

- managed University of Tennessee account (12,000 line ROLM 9751 Model 70)
- promoted to Senior Account Executive in 1991 and opened Jackson, Mississippi branch
- promoted to Branch Manager in 1992 (revenue for 1992 was 137% of plan)
- branch net income was 163% of plan in 1993
- sold numerous major accounts, including a nine (9) node, backbone system to Deposit Guaranty Corporation
- designed, sold and implemented the first Siemens 9006/Cornet network in the United States
- promoted to District Sales Manager, East Tennessee, in 1994
- Presidents Club

Southeastern Telecom, Inc.

November 1985 to June 1988

Senior Account Executive

Memphis, Tennessee

Achievements:

- successfully sold NEC and Siemens telecommunications systems to all market segments in the Memphis area.
- Salesman of the Year/Memphis, 1986
- Salesman of the Year/Memphis, 1987

MCI Telecommunications, Inc.

January 1985 to November 1985

Account Executive

Memphis, Tennessee

Responsibilities and achievements:

- marketing to small commercial accounts in the southeastern U.S.
- 100% of plan for first year in sales

Technical Background and Experience

TELEPHONY: Cisco CallManager, Unity, Cisco Unified Messaging, Nortel Passport, ROLM, Siemens 9006, Octel Messaging, NEAX 2400IMS and 2000IVS, AVT CallXpress, Intertel Axxess

INFRASTRUCTURE: All Cisco routing platforms, All Cisco switching platforms, Content Directors, Cache Engines, Nortel Accelar

SECURITY: Cisco PIX firewalls, Intrusion Detection, NetForensics, managed platforms (MSS)

MANAGEMENT: Managed Network Services (MNS), NetScout, Visual Networks, CiscoWorks, HP Openview

Education

University of Memphis, 1980 to 1983, 1984

University of Mississippi, 1983

ECS (parochial) 1972 to 1980

Honors and achievements:

- University Dean's List (seven semesters) / Alpha Lambda Delta National Honor Society / Golden Key National Honor Society / Phi Alpha Theta National Historical Honor Society / Honors Program for English and History Belle McWilliam's Scholarship in History / University Inter-fraternity Council / 3.34 GPA
(Transcript available upon request)

Community Involvement

- Memphis Area Chamber of Commerce Board of Advisors, 2001
- University of Memphis Tiger Clubs
- Knox Youth Sports Athletic Coach, 1997-1999
- Volunteer, Knoxville Track Club and Knoxville County Schools
- Assistant coach, The Yard, competitive youth baseball, 2000/2001
- Memphis Tigers Baseball
- Friends of The Great Smoky Mountains
- Appalachian Trail Conference

References

Louie DeBacco
MCI
Memphis, Tennessee
901.252.1142

Rick Dupont
Manager, Telecommunications
Union Planters Corporation
Memphis, Tennessee
901.580.6689

Cindy Wallace
Director of Communications
ServiceMaster Corporation
Memphis, Tennessee
901.820.8212

Ed Horrell
Communication Consultant
Memphis, Tennessee
901.757.3768

Brad Acree
IS Manager
McVean Trading
Memphis, Tennessee
901.761.8400

Kirk J. Guilbeau

CCIE# 5420

1427 Bajat Rd.

Carencro, LA 70520

(337) 886-1437 (home)

(337) 654-5018 (mobile)

Job Objective:

Seeking Challenging Opportunities in Network Engineering

Education

Master of Science Degree in Telecommunications

University of Louisiana at Lafayette Lafayette, Louisiana

Date of Graduation May, 2000

Grade Average 3 9/4 0

Bachelor of Science Degree in Electrical Engineering (Computer Option)

University of Southwestern Louisiana Lafayette, Louisiana

Date of Graduation December, 1992

Major Grade Average 3 95/4 0

Overall Grade Average 3 74/4 0

Work Experience

April, 2003.

To

Present

VO2 Networkx

Memphis, TN

- Lead engineer for design and build-out of IP Centrex ASP NOC and Data Center

January, 1999

To

April, 2003

Global Data Systems

Lafayette, Louisiana

Principal Consultant

- Lead engineer performing design and troubleshooting of LAN and WAN computer networks and equipment including multi-layer Gigabit Ethernet LANs, 100+ site nationwide WANs, 200+ user IP Telephony Implementations, and firewall/IDS network security implementations
- Network engineering using Cisco products including routers, switches, ATM, security, and voice equipment
- Implementation and auditing of network and computer security
- Team leader/engagement manager in large network implementation and security audit projects

January, 1992

to

December, 1998

Datacom

Lafayette, Louisiana

Systems Engineer

- Design and testing of wide-area networks and associated communications equipment
- Supervising software development projects
- Developing hardware and software for SCADA systems (involving PC and embedded systems design)

Personal Information

- Graduated Magna Cum Laude in BSEE
- Received the ISA Computer Engineering Scholarship in 1991
- Earned 50% of college expenses through part-time employment

Certifications

- Cisco Certified Network Expert (CCIE), Cisco Security Specialist 1, Cisco IP Telephony Support Specialist, Microsoft Certified Professional (MCP)

References

- Business, personal, and educational references are available upon request

**6047 Syon Cove
Memphis, TN 38119**

M. Andrew Forsdick, C.P.A.

**Andrew_Forsdick@yahoo.com
901-761-7667**

Academic

Christian Brothers University, M.B.A. (concentration in Finance), graduated May 2001
Spring Hill College, B.S. in Accounting and Philosophy, graduated May 1993

Professional

Vice President, Stratford Hall Capital,

Investment Advisor, September 1998 to present: manage portfolio of public and private investments

Board of Directors, Teksell, May 2000-current

Board of Advisors, CompleteTV, January 2002- current

Adjunct professor, Southwestern Tennessee Community College (through American Institute of Banking), Spring 2001, Principles of Accounting

Adjunct professor, Christian Brothers University, Summer 2000, Managerial Accounting

Interim Manager of Corporate Reporting, Thomas & Betts, July – August 1998 and January – March 2000: duties included managing external reporting department responsible for Annual Report to Shareholders, 10K, 10Q and other SEC reporting

PricewaterhouseCoopers (Coopers & Lybrand), September 1993 – July 1998: last position held was Sr. Associate responsible for onsite management of audit team, preparation/review of audit reports, mentoring staff, and taught CPE classes

Civic

Member of the St. Agnes Academy-St. Dominic School Board of Directors 2003-present

Member of the Board of Directors of Hands on Memphis, 1996-2003; served one year as Chair of the Board and one year as Treasurer, serve on Budget Committee and Finance Committee

Member of the Board of Advisors of Camp Marymount, 1997-2003 & Board of Trust 2003-present; Finance Committee Chair

Commissioner of Christian Brothers High School Alumni Basketball League, 1994-present

RESUME for BARRY MÈCHE

EXPERIENCE SUMMARY

Working as a specialist in project management and as a member of the hospital administrative team has extended my managerial and technical skills. Exposure to hospital, oil, retail, manufacturing, banking and university systems has strengthened and increased my comprehension of various industry requirements.

EXPERIENCE

Vo2networkx

(04/2003 – PRESENT)

(IP Centrex)

Director of Customer Services responsible for understanding and delivering the expectations of our Customers.

GLOBAL DATA SYSTEMS

(04/2000 – 04/2003)

(Network Solutions)

Director of Professional Services responsible for engineering and project management.

Understanding and delivering the expectations of our customers has been the key to our success. In spite of the multiple locations the professional services group functions as a seamless entity supporting every level of expertise.

OPELOUSAS GENERAL HOSPITAL

(12/88 – 01/2000)

(Medical Services)

Vice President of Information Services responsible for all data processing requirements and PBX.

As an administrative staff member I have gained valuable insights into the total operational requirements of the hospital. Implemented a Hospital Information System (Order Communication, Collections, Accounts Receivable, Pharmacy, Case Mix, Medical Records, Admissions/Transfers/Discharges, General Ledger, and Accounts Payable) with HL-7 interfaces to lab, radiology and physician Network. I was the Executive Director of Acadiana Medical Offices Systems, a (For Profit) subsidiary of the hospital, which marketed and installed physician practice management software. I implemented Call Accounting and upgraded the PBX system to utilize Radio frequency Phones operating on the campus wide fiber optic network.

COMPUSULT

(04/83 - 12/88)

(Computer System Consulting)

Owner and principle consultant offering computer system support and project management. Major clients include Carrier Corp, Ottawa General Hospital, Virginia Commonwealth University, Kerr McGee Corporation, Lafayette General Medical Center, State of Louisiana, and Chicago Children's Memorial Hospital.

GARBER INDUSTRIES

(12/81 - 04/83)

(Oil Field Services)

Data processing manager responsible for supporting the computer requirements for nine companies.

PENNZOIL

(09/79 - 12/81)

(Oil and Gas Production and Mining)

Analyst for Payroll and Personnel system utilizing Gaines and Sarson techniques. Responsible for Payroll software support.

TEXAS EASTERN TRANSMISSION

(09/78 - 09/79)

(Oil and Gas Transmission)

Analyst for Accounts Receivable system utilizing Yourdon structured approach.

MANAGEMENT SYSTEM DESIGN INC

(04/75 - 09/78)

(Computer Services)

Programmer responsible for the Design and implementation of an A/R and A/P system and support for Payroll, General Ledger and DDA for a Bank customer.

EDUCATION B S in COMPUTER SCIENCE, minor in BUSINESS (12/74)

E-Mail bmeche@vo2networkx.com

PROJECTS AND REFERENCES AVAILABLE UPON REQUEST

EXHIBIT E

TWO (2) YEAR HISTORICAL AND CURRENT YEAR-TO-DATE
FINANCIAL STATEMENTS
OF TEKSELL, INC. (PARENT TO APPLICANT)

Teksell, Inc.

Balance Sheet

	Aug/03	Dec/02	Inc/<Dec> Var	% Var
ASSETS				
Current Assets:				
B of A - Operating	(\$13,862)	\$432,014	(\$445,876)	-103.2%
Accounts Receivable	662,157	394,562	267,595	67.8%
Due from VO2	19,648	0	19,648	100.0%
Inventory	368,840	231,938	136,902	59.0%
Prepaid Expenses	3,814	3,814	0	0.0%
TOTAL Current Assets	1,040,597	1,062,328	(21,731)	-2.0%
Fixed Assets:				
Fixed Assets - Equipment	29,381	20,938	8,443	40.3%
Accum Deprec-Equipment	(543)	(543)	0	0.0%
Software - Website	443,701	443,701	0	0.0%
Accum Amort - Software	(126,139)	(126,139)	0	0.0%
Organization Costs	10,846	10,846	0	0.0%
Accum Amort - Organization Costs	(965)	(965)	0	0.0%
Goodwill	58,594	58,594	0	0.0%
TOTAL Fixed Assets	414,875	406,431	8,444	2.1%
TOTAL ASSETS	\$1,455,471	\$1,468,759	(\$13,288)	-0.9%
LIABILITIES				
Current Liabilities:				
Trade Payables	\$311,368	\$565,401	(\$254,033)	-44.9%
Inventory Purchase Receiving	(18,601)	0	(18,601)	100.0%
Sales Tax Payable	4,197	10,036	(5,839)	-58.2%
Customer Deposits	3,369	25,000	(21,631)	-86.5%
Wages Payable - MB	87,319	87,319	0	0.0%
Wages Payable - DLM	60,776	60,776	0	0.0%
Due to PFI - Consignment Inventory	132,415	127,757	4,658	3.6%
Due to HLF - Consignment Inventory	159,040	0	159,040	100.0%
HLF Line of Credit	250,000	100,000	150,000	150.0%
MAF- Line of Credit	15,000	50,000	(35,000)	-70.0%
401k Payable	0	2,704	(2,704)	-100.0%
TOTAL Current Liabilities	1,004,883	1,028,992	(24,109)	-2.3%
TOTAL LIABILITIES	1,004,883	1,028,992	(24,109)	-2.3%
EQUITY				

Sep 8, 2003

4:20 pm

Teksell, Inc.

Balance Sheet

Page 2

	Aug/03	Dec/02	Inc/<Dec> Var	% Var
Common Stock	5,350	5,350	0	0.0%
Additional Paid-in Capital	977,492	992,492	(15,000)	-1.5%
Retained Earnings	(558,076)	(623,315)	65,239	10.5%
Year-to-Date Earnings	25,822	65,239	(39,417)	-60.4%
TOTAL EQUITY	450,589	439,767	10,822	2.5%
TOTAL LIABILITIES & EQUITY	\$1,455,471	\$1,468,759	(\$13,288)	-0.9%

Teksell, Inc.
Draft Income Statement

	Jan. 1, 2003 thru Aug. 31, 2003	Jan. 1, 2002 thru Dec. 31, 2002
Income		
Sales	3,137,764	2,787,618
Cost of Goods Sold	2,155,862	1,905,758
Gross Profit	<u>981,902</u>	<u>881,860</u>
Expenses		
Salaries and Benefits	806,856	624,122
Bank Charges	611	1,102
Advertising	3,982	3,144
Rent	34,700	42,226
Telephone and Internet	18,973	48,838
Computer Supplies	25,363	23,741
Office Supplies	18,217	18,383
Travel and Entertainment	11,716	13,456
Insurance	19,532	22,687
Dues and Subscriptions	1,472	360
Legal and Professional	1,103	2,803
Licenses	2,845	2,119
Interest	10,327	10,640
Other	271	3,000
Total Expenses	<u>955,968</u>	<u>816,621</u>
Net Income Before Taxes	<u><u>25,934</u></u>	<u><u>65,239</u></u>

EXHIBIT F

THREE YEAR FINANCIAL PROJECTIONS OF APPLICANT

Three Year Projections - TN

	<u>2004</u>	<u>2005</u>	<u>2006</u>
Sales	530 11	583 12	641 43
Less Sales Taxes	35 76	39 34	43 27
Net Revenue	494 35	543 79	598 16
Less COGS @ 80% Of Revenue	-395 48	-435 03	-478 53
Gross Margin	98 87	108 76	119 63

EXHIBIT G

CORPORATE SURETY BOND

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond # 400TA8722

WHEREAS, Vo2 Networx, Inc., 1835 Moriah Woods, Suite 1, Memphis, TN 38117 (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee, and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, St. Paul Fire and Marine Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 11th day of November 2003, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Vo2 Networx, Inc.
Name of Company authorized by the TRA

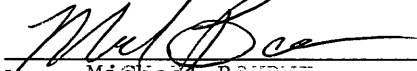
Company ID # as assigned by TRA

SURETY


St. Paul Fire and Marine Insurance Company
Name of Surety

385 Washington Street, St. Paul, MN 55102
Address of Surety

SIGNATURE OF PRINCIPAL


Name: Michael Bourne
Title: President

SIGNATURE OF SURETY AGENT


Name: Debra C. Thacker
Title: Attorney-in Fact

Address of Surety Agent:
2670 Union Ave. Extd. #200, Memphis, TN 38112

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

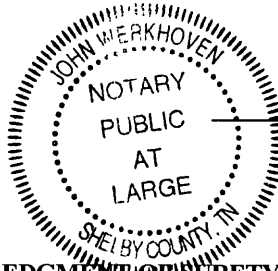
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared Michael Barne
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing
bond on behalf of Vo2 Networx, Inc., and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 11 day of Nov, 2003.

My Commission Expires:

12/29, 2004



[Signature]
Notary Public

ACKNOWLEDGMENT OF SURETY

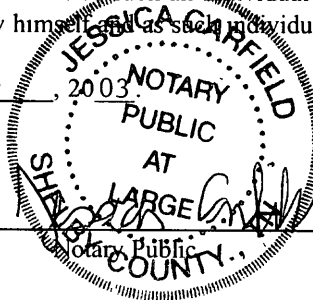
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared Debra C. Thacker
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the
foregoing bond on behalf of St. Paul Fire & Marine, the within named Surety, a corporation licensed to do business in the
State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state
pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as ~~such an~~ individual being authorized to do so,
executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 11th day of November, 2003.

My Commission Expires:

November 7th, 2006



[Signature]
Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory
Authority, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

APPLICATION FOR COMMERCIAL SURETY

Including: License & Permit, Internal Revenue, Freight Charge, Customs, Livestock Bonds, Beer, Gasoline Tax Bonds.


Agency Name

Lipscomb & Pitts Insurance, LLC

Address (street, city, state, zip)

2670 Union Ave. Extd, #200, Memphis, TN 38112

Applicant Name (In case of a partnership add full name and residence of each partner)

 Vo2 Networkx, Inc.

Business Address (street, city, state, zip)

1835 Moriah Woods, Suite 1, Memphis, TN 38117

Residence Address (street, city, state, zip)

Obligee (In whose favor Bond is required)

State of Tennessee, in accordance with the provisions of TN Code Annotated, Title 65, Chapter 4, Section 125(j)

Address of Obligee (street, city, state, zip)

Tennessee Regulatory Authority, Nashville, TN

Describe the Bond required

Tennessee Telecommunications Service Provider's Surety Bond

Date Bond required

11/11/2003

Amount of Bond

\$ 20,000.00

Probable Bond term

1 year renewable

State nature of business

Telecommunication Services

What experience in this business?

Has any company refused to issue or continue a Bond for the Applicant?..... ☐ Yes ☒ No

If yes, describe: _____

Are there any unsatisfied judgments standing against the Applicant?..... ☐ Yes ☒ No

If yes, describe: _____

Have any claims been made or legal proceedings begun against the Applicant or any member of the firm or corporation in connection with the obligations covered by the Bond now applied for?..... ☐ Yes ☒ No

If yes, describe: _____

How long have you (or all partners) lived in above city or town?..... _____

Are you Principal, Surety or Indemnitor on any Surety Bonds now in force?..... ☐ Yes ☒ No

If yes, describe: _____

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No.

20361

Certificate No.

113039

KNOW ALL MEN BY THESE PRESENTS. That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Mathew W. Lipscomb, III, Johnny R. Pitts, J. Russell Vollmer, Robert A. Martin, Judy C. Henderson and Debra C. Thacker

of the City of Memphis, State Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed this 28th day of April, 1999

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
 City of Baltimore

On this 28th

day of

April

WARNING
 THIS POWER OF ATTORNEY IS INVALID UNLESS SIGNED IN THE RED

1999

Michael B. Keegan

MICHAEL B. KEEGAN, Vice President

Michael R. McKibben

MICHAEL R. MCKIBBEN, Assistant Secretary

EXHIBIT H

SMALL AND MINORITY-OWNED BUSINESS PARTICIPATION PLAN

SMALL AND MINORITY-OWNED BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, Vo2 Networx, Inc. (“Vo2 Networx”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing local exchange services in Tennessee.

1. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Vo2 Networx, Inc. agrees to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Vo2 Networx will allow small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services when such opportunities arise. In furtherance of this end, Vo2 Networx will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Vo2 Networx of such opportunities. Vo2 Networx will contact the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors.

II. DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

Vo2 Networx's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for Vo2 Networx's efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Michael Bourne, CEO
Vo2 Networx, Inc.
1835 Moriah Woods, Suite 1
Memphis, TN 38117
Ph. (901) 758-8179
Fx. (901) 758-1667

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.

- (2) Establishing and developing any policies and procedures which may be necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses as defined in §65-5-212 when necessary.
- (5) Encouraging small and minority-owned businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and use of such businesses.
- (8) Providing information to persons within Vo2 Network and encouraging them to use small and minority-owned businesses when feasible.

In performance of these duties, the Administrator may utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
 Small Business Administration
 Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above.

IV. RECORDS AND COMPLIANCE REPORTS

Vo2 Networkx will maintain records of qualified small and minority-owned businesses and will make efforts to use the goods and services of such businesses where appropriate and feasible.

Vo2 Networkx will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Vo2 Networkx will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Vo2 Networkx, Inc.

By: 
Michael Bourne, CEO

Dated: September 18, 2003

EXHIBIT I

TOLL DIALING PARITY PLAN

The Company will initially offer only Voice Over Internet Protocol (“VOIP”) services, and, therefore, has not submitted an intraLATA Toll Dialing Parity Plan. Should the Company decide to offer traditional local exchange services in the future, it agrees to file an appropriate toll dialing parity plan for TRA consideration at least sixty (60) days prior to offering traditional voice grade local exchange services.

EXHIBIT J

LIST OF INCUMBENT LOCAL EXCHANGE CARRIERS
UPON WHOM SERVICE HAS BEEN MADE

CERTIFICATE OF SERVICE

I hereby certify that I have this day served Notice of Availability of the foregoing Application on behalf of Vo2 Networkx, Inc., via United States mail, first class postage prepaid and properly addressed to the following facilities-based ILECs:

BellSouth Telecommunications, Inc
333 Commerce Street
Nashville, TN 37201-3300

Century Telephone of Adamsville
P O Box 405
116 N. Oak Street
Adamsville, TN 38310

Century Telephone of Ooltewah-Collegedale, Inc
P O Box 782
5616 Main Street
Ooltewah, TN 37363

Citizens Communications Company of the Volunteer State
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

Millington Telephone Company, Inc
P O Box 429
4880 Navy Road
Millington, TN 38083-0429

TDS Telecom-Concord Telephone Exchange, Inc
P O Box 22610
701 Concord Road
Knoxville, TN 37933-0610

TDS Telecom-Tellico Telephone Company, Inc
P O Box 9
102 Spence Street
Tellico Plains, TN 37385-0009

TEC-Crockett Telephone Company, Inc
P O. Box 7
Friendship, TN 38034

Ardmore Telephone Company, Inc
517 Ardmore Avenue
Ardmore, TN 38449

Century Telephone of Claiborne
P O Box 100
507 Main Street
New Tazewell, TN 37825

Citizens Communications Company of TN
P O Box 770
300 Bland Street
Bluefield, WV 24701

Loretto Telephone Company, Inc
P O Box 130
Loretto, TN 38469

Sprint-United
112 Sixth Street
Bristol, TN 37620

TDS Telecom-Humphreys County Telephone Company
P O Box 552
203 Long Street
New Johnsonville, TN 37134-0552


TDS Telecom-Tennessee Telephone Company
P O Box 18139
Knoxville, TN 37928-2139

TEC-People's Telephone Company, Inc
P.O. Box 310
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc
P O Box 10
244 E. Main Street
Bradford, TN 38316

United Telephone Company
P O Box 38
120 Taylor Street
Chapel Hill, TN 37034

This 16th day of December 2003.



Monica Borne Haab
Nowalsky, Bronston & Gothard

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:

APPLICATION OF Vo2 Networkx, Inc. FOR A)
CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO OPERATE AS A)
COMPETITIVE LOCAL EXCHANGE)
CARRIER IN TENNESSEE)

**NOTICE OF FILING OF THE APPLICATION OF
Vo2 Networkx, Inc.**

Vo2 Networkx, Inc., has applied for a Certificate of Public Convenience and Necessity with the Tennessee Regulatory Authority. The Company requests authority to provide resold and limited facilities-based local exchange telecommunications service in all geographic locations permitted by the provisions of T.C.A. Section 65-4-201. The Company intends to offer voice over internet protocol ("VOIP") services in accordance with TRA rules and the terms set forth in its tariff filed with the TRA.

A copy of the Application and non-confidential Exhibits will be served at the request of the party receiving this Notice by contacting Monica Borne Haab, Nowalsky, Bronston & Gothard, 3500 N. Causeway Blvd., Suite 1442, Metairie, LA 70002; phone (504) 832-1984; fax (504) 831-0892; or e-mail mhaab@nbgllaw.com. Please reference the Applicant's name in all requests.

Respectfully submitted,



Monica Borne Haab
Nowalsky, Bronston & Gothard
3500 N Causeway Blvd., Suite 1442
Metairie, LA 70002

EXHIBIT K

NUMBERING ISSUES

1. What is the Company's expected demand for NXXs per NPA within a year of approval of the application?

The Company does not have this information available at this time.

2. How many NXXs does the Company estimate will be requested from NANPA when it establishes its service footprint?

The Company is unable to predict its requested NXXs at this time.

3. When and in what NPA does the Company expect to establish its service footprint?

The Company intends to offer its voice over internet services throughout Tennessee.

4. Will the Company sequentially assign telephone numbers within NXXs?

Yes

5. What measures does the Company intend to take to conserve Tennessee numbering resources?

By offering voice over internet services, a customer can take its number anywhere, allowing for reduction in the need for new numbers or additional numbers when moving from one location to another or having multiple locations.

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the Company use to determine when a request for a new NXX will be initiated?

The Company is unable to estimate this information at this time

EXHIBIT L

OPERATIONAL ISSUES

1. How does the Company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

The Company will not bill for local exchange calls placed between two point within the same county within Tennessee.

2. Is the Company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

Yes, the Company is aware of the Tennessee County Wide Calling database for local exchange telecommunications

3. Is the Company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in its proposed service areas?

Yes, the Company is aware of the local calling areas provided by the ILECs in the proposed service area.

4. Explain the procedures that will be implemented to assure that customers will not be billed long distance charges for calls within the metro calling areas.

The Company's third-party billing vendor will have software which can identify and distinguish local from long distance calls

5. Please provide the name and telephone number of an employee of the Company that will be responsible to work with the TRA on resolving customer complaints.

Michael Bourne, President
1835 Moriah Woods, Suite 1
Memphis, TN 38117
Ph. (901) 758-8179
Fx. (901) 758-1667

6. Does the Company intend to telemarket its service in Tennessee? If yes, is the Company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq* And Chapter 1220-4-11?

The Applicant does not intend to telemarket in Tennessee.

EXHIBIT M

PRE-FILED TESTIMONY

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

APPLICATION OF Vo2 Networx, Inc. FOR A)
CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO OPERATE AS A)
COMPETITIVE LOCAL EXCHANGE)
CARRIER IN TENNESSEE)

PRE-FILED TESTIMONY OF

I, Michael Bourne, do hereby testify as follows in support of the application of Vo2 Networx, Inc. for a Certificate of Convenience and Necessity to operate as a competing telecommunications service provider within the State of Tennessee.

Q. PLEASE STATE YOUR FULL NAME, BUSINESS ADDRESS, AND POSITION.

A. My name is Michael Bourne, 1835 Moriah Woods, Suite 1, Memphis, TN 38117.

Q. PLEASE BRIEFLY DESCRIBE YOUR DUTIES WITH THE APPLICANT COMPANY.

A. I am CEO of Vo2 Networx, Inc.

Q. PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND EDUCATIONAL BACKGROUND.

A. I have seven years hands-on experience in the communications industry, and during this time, I developed an extensive background and knowledge base in voice, data and video systems. This experience includes designing, selling, implementing and supporting enterprise class systems, building sales and service organizations and developing profitable businesses in new markets. Additionally, I am skilled at professionally obtaining and interacting with a vast number of resources to resolve issues at hand, while meeting and exceeding profitability objectives.

Q. ARE ALL STATEMENTS IN YOUR APPLICATION TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION AND BELIEF?


A. Yes.

- Q. PLEASE DESCRIBE THE CURRENT CORPORATE STRUCTURE OF Vo2 NETWORKX.
- A. Vo2 Networkx, Inc. is a Tennessee corporation organized in 1999, and is a subsidiary of Teksell, Inc.
- Q. DOES Vo2 NETWORKX POSSESS THE REQUISITE MANAGERIAL, FINANCIAL, AND TECHNICAL ABILITIES TO PROVIDE THE SERVICES FOR WHICH IT HAS APPLIED FOR AUTHORITY?
- A. Yes. As evidenced in its application, Vo2 Networkx has sufficient managerial, financial and technical ability to provide the requested services on an ongoing basis.
- Q. PLEASE DESCRIBE THE FINANCIAL QUALIFICATIONS OF Vo2 NETWORKX.
- A. Vo2 Networkx will rely on the financial capability of its parent company Teksell, Inc. Teksell's financial statements were submitted as an exhibit to the application.
- Q. PLEASE DESCRIBE THE MANAGERIAL AND TECHNICAL QUALIFICATIONS OF Vo2 NETWORKX.
- A. The Company's management team has extensive experience in general business operations as well as in the telecommunications industry. The experience of the Company's management team and/or key personnel is attached to the Application as Exhibit E.
- Q. WHAT SERVICES WILL Vo2 NETWORKX OFFER?
- A. Vo2 Networkx will initially offer local and long distance service via Voice Over Internet Protocol (VOIP). The Company may offer traditional local exchange services at a later date.
- Q. WILL Vo2 NETWORKX OFFER SERVICE TO ALL CONSUMERS WITHIN ITS SERVICE AREA?
- A. Yes. The Company will offer service to all consumers with the technical capability to utilize VOIP service.
- Q. DOES Vo2 NETWORKX PLAN TO OFFER ITS SERVICES IN AREAS SERVED BY ANY INCUMBENT LOCAL EXCHANGE TELEPHONE COMPANY WITH FEWER THAN 100,000 TOTAL ACCESS LINES?
- A. Yes. The Company will offer VOIP services to all Tennessee consumers as allowed by the TRA. Traditional local exchange services would be limited to the service territories of ILECs with more than 100,000 access lines.

- Q. WILL THE GRANTING OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO Vo2 NETWORKX, INC. SERVE THE PUBLIC INTEREST?
- A. Yes. By allowing the Company to provide VOIP services, consumers are provided with a lower cost alternative to traditional telecommunications services.
- Q. DOES Vo2 NETWORKX, INC. INTEND TO COMPLY WITH ALL TRA RULES, STATUTES, AND ORDERS PERTAINING TO THE PROVISION OF TELECOMMUNICATIONS SERVICES IN TENNESSEE, INCLUDING THOSE FOR DISCONNECTION AND RECONNECTION OF SERVICE?
- A. Vo2 Networkx will comply with all TRA Rules, Statutes, and Orders applicable to the provision of the requested services in Tennessee. Some Rules, Statutes, and Order which are applicable to traditional telecommunications providers may not be applicable to VOIP service providers.
- Q. HAS ANY STATE EVER DENIED Vo2 NETWORKX OR ONE OF ITS AFFILIATES AUTHORIZATION TO PROVIDE INTRASTATE SERVICE?
- A. No.
- Q. HAS Vo2 NETWORKX OR ONE OF ITS AFFILIATES EVER BEEN INVESTIGATED OR SANCTIONED BY ANY REGULATORY AUTHORITY FOR SERVICE OR BILLING IRREGULARITIES?
- A. No.
- Q. WHO IS KNOWLEDGEABLE ABOUT Vo2 NETWORKX'S OPERATIONS AND WILL SERVE AS Vo2 NETWORKX'S REGULATORY AND CUSTOMER SERVICE CONTACT?
- A. Matthew Brown of CLEC Strategies will initially act as the Company's regulatory and customer service contact for Vo2 Networkx, Inc. Should this information change in the future, I will update the TRA with the new information.
- Q. PLEASE EXPLAIN IN DETAIL Vo2 NETWORKX'S PROPOSED PROCEDURES FOR RESPONDING TO INFORMATION REQUESTS FROM THE TRA AND ITS STAFF.
- A. With respect to the Company's application before the TRA, the TRA can forward information requests to Nowalsky, Bronston & Gothard. For ongoing requests for information, the TRA can contact Matthew Brown of CLEC Strategies as regulatory contact for the Company.
- Q. DOES THIS CONCLUDE YOUR TESTIMONY?
- A. Yes.

AFFIDAVIT

I, Michael Bourne, do hereby swear that the foregoing Testimony is true and correct to the best of my knowledge, information and belief.



Michael Bourne, CEO
Vo2 Networx, Inc.

Subscribed and sworn to me this 2 day of December, 2003

EXHIBIT N

PROPOSED LOCAL EXCHANGE TARIFF

Vo2 NETWORKX, INC.

TRA TARIFF NO. 1
Local Exchange Services

Original Page No. 1

LOCAL EXCHANGE SERVICE

V02 NETWORKX, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO THE PROVISION OF LOCAL EXCHANGE SERVICE
AND INTERNET SERVICES
WITHIN THE STATE OF TENNESSEE

Customer Service Toll Free Telephone Number
1-8xx-xxx-xxxx

Issued

Effective

Vo2 Networkx, Inc.
1835 Moriah Woods, Suite 1
Memphis, TN 38117

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below

- | | | |
|----------|---|--|
| C | - | To signify changed regulation. |
| D | - | To signify discontinued rate or regulation. |
| I | - | To signify increased rate. |
| M | - | To signify a move in the location of text. |
| N | - | To signify new rate or regulation. |
| R | - | To signify reduced rate. |
| S | - | To signify reissued matter. |
| T | - | To signify a change in text but no change in rate or regulation. |

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Vo2 Networkx, Inc
1835 Moriah Woods, Suite 1
Memphis, TN 38117

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Vo2 Networkx, Inc. to Customers within the local exchange service area defined herein.

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1835 Moriah Woods, Suite 1
Memphis, TN 38117

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Code Allows a User to allocate local calls to a 4-digit, non-verified account code

Advance Payment Payment of all or part of a charge required before the start of service

Authorized User A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services

Automatic Call Back Allows the user to automatically re-originate a call to the last dialed number regardless of whether the call was answered, unanswered or busy

BPS Bits Per Second

Broadband Circuits Circuits with a capacity greater than DS-1 capacity or 1 544 Mbps

Call Forwarding Busy Line Automatically routes incoming calls to a designated answering point when the called line is busy

Call Forwarding No Answer Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings

Call Forwarding Variable Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy

Call Transfer/Consultation/Conference Provides the capability to add a third party, using the same line

Call Waiting Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller

Caller ID with Number Identifies the 10-digit number of the calling party

Capacity The carrying ability of a dedicated leased line measured in bits per second

Carrier or Common Carrier See Interexchange Carrier or Exchange Carrier

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SECTION 1 - DEFINITIONS (contd)

Company: Vo2 Networkx, Inc , which is the issuer of this tariff.

Customer The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations

Dedicated A facility or equipment system or subsystem set aside for the sole use of a specific customer

Dedicated Access Arrangement An arrangement whereby the facilities used between the Customer's premises and the Company's point of presence are directly linked Such arrangement may involve interconnection facilities provided by another carrier or a local access provider

Dedicated Access Circuit Access facilities between the Customer's premises and the Company's point of presence which are used exclusively for the transmission of the customer's calls using the Company's services

Dial Pulse (DP) The pulse type employed by rotary dial Station sets

Digital Service(DS) Hierarchy of digital signal speeds used to classify capacity of lines and trunks

DS-0 Digital Service, Level 0 Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM)

DS-1 Digital Service, Level 1 Consists of 24 DS-0 channels and has a capacity of 1 544 Mbps

DS-3 Digital Service, Level 3 Equivalent of 28 DS-1 channels and operating at 44 736 Mbps (Also known as T-3).

Direct Inward Dialing (DID) A service attribute that routes incoming calls directly to Stations, by-passing a central answering point

Dual Tone Multi-Frequency ("DTMF") The pulse type employed by tone dial Station sets

End User Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier

Exchange Carrier Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service

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Vo2 Networkx, Inc
1835 Moriah Woods, Suite 1
Memphis, TN 38117

SECTION 1 - DEFINITIONS (contd)

FCC The Federal Communications Commission

Fractional DS-1 Circuits with a bandwidth or capacity below DS-1 speeds with a capacity equal to "n" times 64 Kbps, where "n" equals the whole number of DS-0 equivalent increments, and is less than 24 (i.e., n=4 is 4 DS-0 increments or 256 Kbps)

Hunting Routes a call to an idle Station line with Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop

Individual Case Basis (ICB) A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation

Interexchange Carrier (IC) or Interexchange Common Carrier Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges

Interconnection Facilities Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities

Joint User A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement

Kbps Kilobits per second

LATA A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services

Latency The time it takes for information to get through the network, sometimes referred to as delay

Local Access Circuit A dedicated circuit provided by a Local Exchange Carrier connecting the customer's presence with a Company point of presence (POP)

Local Calling A completed call or telephonic communications between a calling Station and any other Station within the local service area of the calling Station

Mbps Megabits, or millions of bits, per second

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Vo2 Networkx, Inc
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Memphis, TN 38117

SECTION 1 - DEFINITIONS (contd)

Multi-Frequency ("MF") An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems

Non-Recurring Charges The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the customer becomes liable at the time the Service Order is executed

Off-Hook The active condition of switched access or a telephone exchange service line

On-Hook The idle condition of switched access or a telephone exchange service line

On-Net Circuit A dedicated Leased Line Inter-Office Channel (IOC) that is provisioned (i) entirely between two POPs in separate LATAs, and (ii) utilizes only the Company's fiber optic lines

Optical Carrier - Level N (OC-N) The optical interface designed to work with the STS-n signaling rate in a Synchronous Optical Network (SONET) OC-1 is a 51 840 Mbps signal

Point of Presence (POP) The Company's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls or dedicated interconnection with a LEC

Port The point of entry into a public frame relay or ATM network service Each port is fixed at a presubscribed speed

Premises The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc)

Recurring Charges The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service

Remote Call Forwarding Calls can be remotely forwarded to a back-up position or voice mail box

Issued

Effective

SECTION 1 - DEFINITIONS (contd)

Service Commencement Date For Special Access Service and Direct Connect Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order The written request for Access Services executed by the Customer and the Company in a format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s) The Company's telecommunications Services offered on the Company's network.

Shared Facilities A facility or equipment system or subsystem which can be used simultaneously by several customers.

Station Telephone equipment from or to which calls are placed.

Subscriber See Customer.

Trunk A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User A Customer or any other person authorized by the Customer to use service provided under this tariff.

Virtual Circuit (VC) A communications link - voice or data - that appears to the user to be a point-to-point circuit. Vcs are two-way, software-defined data paths between two ports that act as replacements for private or dedicated leased lines in the customer's network. A virtual circuit is referred to as a logical, rather than a physical path, for a call.

VPN Virtual Private Network.

Issued

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

Services and facilities are furnished for communications originating and terminating within the State under the terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth in this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network.

2.1.2 Limitations

2.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment is not available.

2.1.2.2 The Company reserves the right to discontinue service, in accordance with TRA rules, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

Issued

Effective

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, orally or in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, orally or in writing, on not less than 30 days notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

Issued.

Effective

2 Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3. Terms and Conditions (Cont'd)

2.1.3.4. This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for the State's choice of laws provisions.

2.1.3.5. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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Vo2 Networkx, Inc
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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 Company's liability for willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a subscriber or any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$1000 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Carrier.

2.1.4.2 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Carrier.

2.1.4.3 Company shall be indemnified and held harmless by the customer against:

- (a) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities

Issued

Effective

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 Company shall be indemnified and held harmless by the customer against (cont'd):

- (b) Claims for patent infringement arising from combining or connecting the Carrier's facilities with apparatus and systems of the Customer; and
- (c) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Carrier.

2.1.4.4 The Company will, as a service to the Customer, arrange for listing the Customer's telephone number in the dominant local exchange carrier's local telephone directory, such listing to consist of one line of standard type in the directory. In the absence of gross negligence or willful misconduct, The Company will not be liable to the Customer, or any third party, for any claims, damages, or otherwise, but not limited to any omitted listings from or erroneous listings in the local telephone directory due to the negligence on the part of the dominant local exchange carrier. When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, The Company is not liable for any damages that might arise from the publishing of a non-published number in a directory or its disclosure to someone. If, in error, the telephone number is published in a directory, The Company's only obligation is to credit or refund any monthly charges the Company paid for non-published service

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.5 The Carrier makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

2.1.4.6 The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs

2.1.4.7 With respect to Emergency Number 911 Service

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.7 With respect to Emergency Number 911 Service (cont'd).

- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance.

Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

Issued

Effective

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.7 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Issued

Effective

2 Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises,

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3 1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

Issued

Effective

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above, and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

Issued

Effective

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees, or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

Issued

Effective

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 For voice over internet protocol ("VOIP") services, the Company will provide all terminal equipment at the customer premises. For provision of traditional local exchange telephone services, the Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

Issued

Effective

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

Issued

Effective

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

Issued

Effective

2. Regulations (Cont'd)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non Recurring Charge is specified, those charges may be passed on to the Customer.

2 5 1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Issued

Effective

2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days

Issued

Effective

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. Customers will be charged a late payment penalty in the amount of one and one-half percent (1.5%) per month of the past-due amount and any charges associated with disconnection and re-connection of service

2.5.2.5 Return check charges will be applied in an amount not to exceed the amount allowed under Tennessee law.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill, although the TRA has authority to review billing and charges at any time. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the TRA in accordance with the TRA's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute

Issued:

Effective:

2. Regulations (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to

- (a) two months' charges for a service or facility which has a minimum payment period of one month, or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

Issued

Effective

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

The company may terminate service for non-payment of a bill after making a reasonable attempt to effect collection and giving the customer written notice that he has five days in which to make settlement on his account or have his service disconnected.

- 2.5.6.1 Service continues to be provided until canceled by the Customer, verbally or in writing. The Company may refuse or discontinue service after giving prior written notice to the Customer in accordance with the Tennessee Administrative Code for any of the following reasons:
- a. Without notice, in the event of a condition determined by the utility to be hazardous or dangerous.
 - b. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the utility's service to others.
 - c. Without notice, in the event of unauthorized use of telephone service.
 - d. For the customer tampering with equipment furnished and owned by the utility.
 - e. For violation of and/or non-compliance with the TRA's Orders or regulations governing service supplied by the utilities.

Issued

Effective

2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6.1 Discontinuance of Service (Cont'd)

- f. For failure of the customer to fulfill his contractual obligations for service and/or facilities subject to regulation of the TRA.
- g. For failure of the customer to permit the utility reasonable access to its equipment.
- h. In cases of extreme risk involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given to the customer, unless satisfactory arrangements for payment are made
- i. For failure of the customer to provide the utility with a deposit.
- j. For failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
- k. Where there is probable cause to believe that there is illegal or willful misuse of utility's service

Issued

Effective

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6.1 Discontinuance of Service (Cont'd)

- l. No telephone utility shall be required to furnish its service or to continue its service to any applicant who, at the time of such application, is indebted under an undisputed bill to such telephone utility for telephone service previously furnished such applicant or furnished any other member of the applicant's household. However, for the purposes of this regulation, the telephone utility may not consider any indebtedness which was incurred by the applicant or any member of his household more than six (6) years prior to the time of application.
- m. For non-payment of that portion of the bill rendered by the local Company for telecommunications service billed for another telecommunications common carrier
- n. Without notice, in the event of a COCOT violation of a TRA Order of which the COCOT has been notified and has failed to correct the violation within the amount of time specified in such notification.

Issued

Effective

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions.

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

Issued

Effective

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities,
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements,
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

Issued

Effective

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are not cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

Issued

Effective

2. Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

2.8 Transfer and Assignments

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is not interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

Issued

Effective

2. Regulations (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2. Regulations (Cont'd)

2.10 Timing of Calls - Usage Sensitive Products

2.10.A The Customer's usage charges is based on the actual duration of the telephone call. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up.

2.10.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.

2.10.C Usage is measured and rounded to the next higher billing increment for billing purposes.

2.10.D There is no usage-based billing applied for incomplete calls.

2.11 Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), the Company reserves the right, at any time and without notice, to (i) pass through to the Customer all or a portion of any charges or surcharges directly or indirectly related to such Regulatory Activity, or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this tariff to reflect the impact of such Regulatory Activity.

2.12 Calculation of Distance

If a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by applying the formula below to the vertical (V) and horizontal (H) coordinates associated with the rate centers involved.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 3 – SERVICE DESCRIPTIONS

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein,
- access basic 911 Emergency Service,
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Service;
- access Directory Assistance for the local calling area
- place or receive calls to 800 telephone numbers;
- access Telephone Relay Service

3.1.1 Service Area: Where facilities are available, service areas are defined by NPA-NXX designations.

Local Calling Areas: NXX's associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange carrier service provider in the Customer's exchange area.

3. Service Descriptions(Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Basic Business Exchange Line Services: The Basic Business Line provides the Customer with a single, voice-grade communications channel. Each Basic Business Line will include a telephone number. Local Basic Business Exchange Lines are provided using a T-1 facility access with 24 channels for each customer.

3.1.2.1 Optional Features A Local Basic Business Exchange Line Customer may order optional features including, but not limited to the following:

- Automatic Call Back
- Call Forwarding Busy Line
- Call Forwarding No Answer
- Call Forwarding Variable
- Call Waiting
- Hunting
- Preferred Call Forwarding
- Remote Activation Call Forwarding
- Remote Call Forwarding
- 6-Way Calling
- Speed Calling

3.1.2.2 Optional Feature Descriptions

(a) Automatic Call Back: Allows the user to automatically re-originate a call to the last dialed number regardless of whether the call was answered, unanswered or busy.

(b) Call Forwarding Busy Line: Automatically routes incoming calls to a designated answering point when the called line is busy.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2.2 Optional Feature Descriptions (Cont'd)

- (c) Call Forwarding No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings
- (d) Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.
- (e) Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.
- (f) Caller ID with Number: Identifies the 10-digit number of the calling party.
- (g) Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.
- (h) Preferred Call Forwarding: Forwards calls from a list of up to six telephone numbers designated by the users.
- (i) Remote Activation Call Forwarding: Remote access to call forwarding allows the customer remotely activate or deactivate Call Forwarding from any touch-tone phone.
- (j) Remote Call Forwarding: Calls can be remotely forwarded to a to a back-up position or voice mail box.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Basic Business Exchange Line Services (Cont'd)

3.1.2.2 Optional Feature Descriptions (Cont'd)

(k) Six-Way Calling: The User can sequentially call up to five other people and add them together to make up a six-way call.

(l) Speed Call 30: Provides a User with the option to call up to 30 selected directory numbers by dialing a one or two-digit code.

3.1.2.3 Local Basic Business Exchange Line Rates and Charges: A Basic Business Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges.

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3. Service Descriptions(Cont'd)

3.1 Local Exchange Service (Cont'd)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.5 Reserved for Future Use.

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3. Service Descriptions (Cont'd)

3.2 Directory Assistance

The telephone company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.2.1 General: Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

The Customer may request a maximum of two telephone numbers per call to the Directory Assistance service

3.2.2 Credits: A credit will be given for calls to Directory Assistance as follows

The Customer experiences poor transmission or is cut-off during the call, or

The Customer is given an incorrect telephone number To obtain such a credit, the Customer must notify its Customer Service representative

3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner.

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option of refuse acceptance of charges in advance or when queried by the operator.

3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Cont'd)

Calling Cards. Provides the customer with the capability to place a call using a calling card of an Interexchange Carrier with or without assistance of an operator

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party

Station to Station: Calls complete with the assistance of an operator of a particular Station. The call may be billed to the called party.

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3. Service Descriptions (Cont'd)

3.4 Directory Listing

- 3.4.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- 3.4.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listings of the identifications of the Customer's is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of rules with respect thereto.
- 3.4.4 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 3.4.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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3 Service Descriptions (Cont'd)

3.4 Directory Listing (Cont'd)

- 3.4.6 Directory listings are provided in connection with each Customer service as specified herein.

Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge

Additional Listing: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

Nonpublished Listings: Listing that are not printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records

Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party

3. Service Descriptions (Cont'd)

- 3.5 Emergency Services (Enhanced 911): Allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 Provider to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 3.6 Telecommunications Relay Service (TRS) Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to completed such calls.
- 3.7 Promotional Offering: The Company may offer existing services on a promotional basis, subject to TRA approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering will be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to TRA approval.
- 3.8 Individual Case Basis (ICB) Arrangements: The Company may furnish a facility and/or service at a rate or charge different from those specified in this tariff. Charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated subscribers on a nondiscriminatory basis and will be provided subject to any applicable TRA rules. ICB rates will be specified in a contract between the Company and the Customer pursuant to TRA rules.

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3.10 Dedicated Leased Line Service

3.10.1 Description

Dedicated Leased Line service is an interLATA high-speed digital communications service using a physical fiber optic connection between two locations. Dedicated Leased Lines are non-switchable connections that can provide a constant and committed availability of capacity (for a single Customer) on a transmission path only between fixed, customer-specified locations. Dedicated Leased Line transmission speeds range from the DS-0 level up to and including OC-n speeds. Dedicated Leased Line circuits at DS-0, Fractional DS-1, DS-1 and DS-3 levels may be available between any two POP locations. Broadband Circuits over DS-3 capacity are only available as On-Net Circuits between POPs. Provision of Dedicated Leased Line circuits are subject to facilities and capacity availability.

Dedicated Leased Line circuits with speeds at or below DS-1 are priced at a fixed and variable monthly recurring charge based on line speed Central Office Connection and the V&H miles between the nearest available POP to the Customer or End-User locations (as determined by the NPA/NXX of the locations). Broadband Dedicated Leased Lines are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to each fixed Customer or End-User location. For Dedicated Leased Line circuits at speeds at or below DS-1, the provision of Local Access Circuits may be coordinated directly by Customer or may be coordinated by the Company on the Customer's behalf. For Broadband Dedicated Private Line circuits, the Company shall be solely responsible for all local access coordination functions and all costs for the interconnection of each Customer premise with the Company network at the nearest available POP.

The Company shall invoice the Customer on a monthly basis at the Customer's designated site, in accordance with the following schedule: (i) one (1) month in advance for all recurring MRC charges due under the Customer Agreement, in addition to the retroactive billing for the first billing invoice of a service, and (ii) in the month preceding the applicable usage (i.e. month of contract execution) for all NRC charges. Failure of the Company to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by the Company of its rights to payment for such charges.

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3.10 Dedicated Leased Line Service (contd.)**3.10.2 Rates and Charges**

Rates set forth herein for services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier ("LEC"), construction charges assessed by the LEC and distance and termination charges assessed by the LEC) Therefore, access and access related charges are additional charges.

OC-n pricing will be on an ICB (Individual Case Basis). Pricing will be based on a 100 mile minimum circuit, and therefore, circuits with V&H mileage between the two customer sites of less than 100 miles, will be priced at 100 miles

3.10.3 Broadband Facility Minimum Service Term

Customer acknowledges that the Rates and Charges described in this tariff Section are based on the commitment of the Customer to utilize the Broadband Circuits or Facility for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary and in addition to other charges set forth in the tariff, the Customer will be billed and required to pay to the Company all rates, fees and charges which accrue for each Broadband Circuit and for all associated local access during the entire Circuit Minimum Service Term (as defined below) applicable to each such Broadband Circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such Broadband Circuit during all or any part of the Circuit Minimum Service Term applicable to such Circuit

The "Circuit Minimum Service Term" for each Circuit is defined as follows:

- (a) For DS-0, Fractional DS-0 and DS-1 Leased Line Circuits

No "Circuit Minimum Service Term" shall apply.

- (b) For DS-3 and OC-n Broadband service:

The Circuit Minimum Service Term shall be a minimum of one (1) year, beginning from the date of service order fulfillment

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3.10 Dedicated Leased Line Service (contd.)

3.10.4 Termination of Service

Upon termination of the Customer's agreement or upon termination of a broadband circuit, which has not met the "Circuit Minimum Service Term", all monthly recurring charges and non-recurring charges shall retroactively be collected.

1. Credit Allowances shall not apply in the event that the Company's Domestic Dedicated Leased Line Service is unavailable due to any of the following:
 - (a) interruptions on Domestic Dedicated Leased Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that the Company and the Customer have tested and mutually agree is working as ordered.
 - (b) Interruptions caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.
 - (c) Interruptions due to failure of power at the customer premise or failure or poor performance of customer premise equipment.
 - (d) Interruptions during any period in which the Company or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate.
 - (e) Interruptions during any period when the Customer or user has released service to the Company for maintenance or rearrangement purpose, or for the installation of the Customer's service order.
 - (f) An interruption during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

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3.10 Dedicated Leased Line Service (contd.)

3.10.4 Termination of Service (contd.)

- (g) Interruptions resulting from a failure of an underlying local exchange carrier where the local access circuit was not provided by the Company.
- (h) Interruptions resulting from the Customer's use of services in an unauthorized or unlawful manner.
- (i) Interruptions resulting from a Company disconnect for non-payment or an interruption of service resulting from incorrect orders from the Customer
- (j) Interruptions during any period when the Customer has made the circuit available to the Company for installation, maintenance or grooming.
- (k) *Force Majeure* events, beyond the reasonable control of the Company, including, but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company.

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3.11 DSL Service3.11.1 General

DSL Service is a high speed data access service that uses digital subscriber line technology over existing copper facilities, which are also used to provision customer's local exchange service. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

3.11.2 Definitions

1. ADSL: Asymmetric Digital Subscriber Line Service
2. CDL: the customer's designated location
3. Downstream: the transmission path from the Company's Infospeed DSL Connection Point to the customer's designated premises.
4. DSL Connection Point: a location designated by the Company that serves as an aggregation point for the collection of DSL traffic from multiple serving wire centers.
5. IDSL: Integrated Services Digital Subscriber Line Service
6. SDSL: Symmetrical Digital Subscriber Line Service.
7. Splitter: a passive band filter that divides the frequency of a copper facility.
8. Upstream: the transmission path from the CDL to the DSL Connection Point.

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3.11 DSL Service (contd.)3.11.3 Service Description

1. ADSL Service: ADSL Service is an access data technology service offered in speed levels of 608 Kbps Downstream/128 Kbps Upstream, and 1.5 Mbps Downstream/384 Kbps Upstream. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.
2. IDSL Service: IDSL Service is an access data technology service offered in speed levels of 144 Kbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.
3. SDSL Service: SDSL Service is an access data technology service offered in speed levels of 192 Kbps, 384 Kbps, 768 Kbps, 1.1 Mbps, and 1.5 Mbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.

3.11.4 Service Provisioning

All DSL Services are provisioned over existing copper facilities and transported to the Company's backbone network. DSL service provides a connection from the customer's designated location to the DSL connection point.

Access from the Company's DSL connection point will be provided via Dedicated Leased Line Service, where facilities permit. The Dedicated Leased line Service must be of sufficient bandwidth to support the maximum speed of the DSL service being provided. A customer may use its existing Dedicated Leased Line Service, or may submit an order establish new facilities. If a customer utilizes Dedicated Leased Line Service, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the DSL Service rate element.

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3.11 DSL Service (contd.)

3.11.4 Service Provisioning (contd.)

The Company will qualify the DSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for DSL.

3.12 Voice Over Internet Protocol ("VOIP")

VOIP Service allows transmission of voice conversations over a data network using internet protocol. Service is provided via a non-channelized T1 back to the core, where the customer accesses the Company's trunk service.

VOIP customers agree to provide a dedicated AC power source, and to provide a secure location, at normal room temperature, for necessary equipment. All equipment installed remains the property of Vo2 Networkx, unless otherwise specified. Customer agrees to make the common equipment area accessible to authorized technical staff for routine maintenance during normal office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and after normal hours in the event of an emergency. Equipment is covered under Vo2 Networkx maintenance at no additional charge. However, should equipment become damaged through misuse or neglect, the customer agrees to pay for replacement equipment at the Vo2 Networkx published rates.

If customer requests that their existing phone numbers be moved to the new service, a Letter of Agency is required. At the end of the contract term, Vo2 Networkx will release the telephone number(s) to the customer, upon written request.

The Customer agrees to provide all CAT5 cable, unless otherwise specified. Vo2 Networkx will inspect and approve existing cable after inspection.

Customers may purchase all installed hardware for Fair Market Value at the end of the contract term.

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SECTION 4 – PRICE LIST

4.1 VOIP Service

4.1.1 Ports

A Digital ports – Class A

\$90.00 per month per user without purchase of phones

If customer purchases phones, the following rates apply

MRC

1-6 users \$70.00

7-24 users \$60.00

Over 24 users \$45.00

B Digital ports – Class B

Non-standard user extension

\$35.00 per license

C Secondary Line Appearances

\$3.00 per month

D Total Analog Ports

\$4.00 per month

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SECTION 4 – PRICE LIST

4.1.2 Network Services

DID Numbers included in charge for local service stated in Section 4.1.6
Local Access with LD \$15.00 per month per licensed user

4.1.3 Non-recurring Charges ("NRC")

Installation NRC
\$175.00

4.2 NSF Check Charge

\$20.00 per occurrence

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